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Dated: January 14, 2010

CLARKSON, GORE & MARSELLA, APLC

By 

Scott C. Clarkson, Esq.

Eve A. Marsella, Esq.,

Christine M. Fitzgerald, Esq.

Attorneys for Secured Creditor Bay Area Financial  
Corporation

EXHIBIT “A”

O P T I O N A L      A D V A N C E      N O T E

**"This is a Variable Rate Loan - Balloon Payment"**

\$350,000.00 Plus interest

Los Angeles, California  
May 4 , 2007

FOR VALUE RECEIVED, the undersigned hereby promises to pay to Bay Area Financial Corporation, a California Corporation, CFL License No. 603-1881, 12400 Wilshire Blvd., Suite 230, Los Angeles, CA 90025-1021, the principal sum of \$350,000.00, or so much thereof as shall at any time be advanced by the Lender, plus interest on the unpaid principal balance as provided below. All or any part of the principal on this note may be borrowed, repaid and re-borrowed from time to time prior to maturity. Loans hereunder may be made upon the oral or written request of any person authorized in the resolution on file with Bay Area Financial Corporation.

This is a variable interest rate note and the interest rate may increase or decrease depending upon subsequent changes in the prime rate of interest. The "prime rate of interest" is the prime rate announced as being charged by Wells Fargo Bank, from time to time. Should at any time, Wells Fargo Bank cease announcing a prime rate of interest then "prime rate of interest" under this note shall mean whatever reference rate Wells Fargo Bank does announce as being a substitute for its prime rate of interest. Interest on this note shall be computed on the basis of a 360 day year for actual days elapsed.

This is a variable interest rate loan and the interest rate will increase or decrease with changes in the prime loan rate. This interest rate will be 5.00 percentage points above the prime loan rate. The initial prime loan rate is 8.25% which is the published rate as of May 2, 2007; therefore, the initial interest rate is 13.25% per year. As the prime rate of interest increases or decreases, the rate of interest hereunder shall correspondingly increase or decrease so that the interest rate shall at all times be equal to 5.00 percentage points higher than the prime rate on a daily basis.

Interest will be payable in monthly installments which installments are due on the \_\_\_\_ day of each month commencing June \_\_, 2007, and continuing thereafter until November \_\_, 2007 when this note shall be paid in full. Principal shall be payable

Loan No. 23654.07

in full on **November \_\_, 2008** ("the final maturity date"), together with (1) all accrued and unpaid interest and (2) all sums which are owed to Bay Area Financial Corporation under the terms of this note including but not limited to late charges, costs of any kind or nature, and/or advancements of any kind or nature made by Bay Area Financial Corporation for the protection of the liens on the real property which is security for this note.

This note is secured by one (1) deed of trust on the property **9350 Currey Rd., Dixon, CA 95620**, of even date herewith to **JOB INSURANCE AGENCY**, as Trustee, and reference is made to such Deeds of Trust for rights to acceleration of the indebtedness evidenced by this note, including the following paragraph:

"If the Trustor shall sell, convey or alienate the property herein described, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, the Beneficiary shall have the right at its option to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable."

In the event of failure to pay principal or interest under this note when due, or in the event of default under any agreement between the undersigned and Bay Area Financial Corporation may, at its election and without notice to undersigned, declare the entire unpaid balance hereof together with all accrued interest immediately due and payable.

Payments on this note shall be credited first to interest then due and the remainder to principal. If this note is not paid when due, the undersigned promises to pay all costs of collection and reasonable attorneys' fees incurred by Bank whether or not suit is filed hereon.

If any installment of principal or interest hereunder is not paid when due, the holder shall have the following rights in addition to the rights set forth in the preceding paragraph: (a) the right to add unpaid interest to principal and to have such amount thereafter bear interest as provided in this note, and (b) if any installment is more than ten (10) days past due, the right

to collect a charge of six percent (6 %) of the delinquent payment or fifteen dollars (\$15.00) whichever is greater. This charge is the result of a reasonable endeavor by the undersigned and the holder to estimate the holder's added costs and damages resulting from the undersigned's failure to timely make payments under this note, hence the undersigned agrees that the charge shall be presumed to be the amount of damage sustained by the holder since it is extremely difficult to determine the actual amount necessary to reimburse the holder for such damages. If this note is not paid when due, the undersigned further promises to pay all costs of collection, foreclosure fees and reasonable attorneys' fees incurred by the holder whether or not suit is filed hereon. In the event of a default under this note, including but not limited to: nonpayment of any installment of principal or interest within ten (10) days of its designated due date; failure to pay insurance premiums or property taxes; transfer of title, the remaining principal balance shall bear interest at a rate of interest which shall be eight percent (8.0%) higher than the aforementioned prime rate of interest until this note has been paid in full.

No transfer of an interest by the beneficiary in this Note shall be effective unless notice of such transfer, including the name and address of the transferee, has been provided to you. If such transferee does not provide you with satisfactory evidence that it is not a foreign corporation or nonresident alien, you shall have the right to withhold tax from the payments due to such transferee as required under the Internal Revenue Code or applicable state law, and the withholding of such interest shall not constitute a default under this Note or the Deeds of Trust securing the same. Notwithstanding the foregoing, nothing in this note shall prohibit the collateral assignment of this note to Wells Fargo Bank as security for any and all obligations of Bay Area Financial Corporation.

This note is secured by one (1) deed of trust on the real property more commonly known as 9350 Currey, Dixon Rd., CA 95620, naming Job Insurance Agency as Trustee.

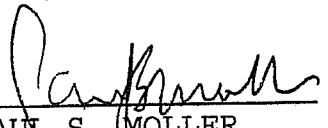
The undersigned may prepay all or any part of this note at any time without penalty or premium whatsoever by paying the balance owing plus all accrued and unpaid interest thereon.

Presentment of payment, notice of dishonor, protest, and notice of protest are expressly waived. No delay or omission by Bank to exercise any right hereunder, whether before or after the happening of any event of default, shall impair any such right or shall be construed as a waiver thereof or of any such event of

default. This note cannot be changed, modified, amended or terminated orally.

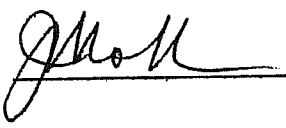
Dated: May 4 , 2007

BORROWER(S)

  
\_\_\_\_\_  
PAUL S. MOLLER

  
\_\_\_\_\_  
ROSA MARIA MOLLER

Witness

  
\_\_\_\_\_

## LOAN EXTENSION AGREEMENT

BY AND BETWEEN

BAY AREA FINANCIAL CORPORATION, LENDERS

AND

PAUL S. MOLLER AND ROSA MARIA MOLLER, BORROWERS

This agreement dated November , 2007, is hereby to take effect on the loan of borrower to Bay Area Financial Corporation loan number 23654.07. It is hereby agreed by the undersigned that the above mentioned loan shall be extended for a period of three (3) months from the date of expiration, up to and including February 16, 2008. Said loan shall be paid off in its entirety on or before February 16, 2008. Further, this agreement does not waive the borrower's monthly payments which are due on or before November 16, 2007, and the 16th day thereafter until paid in full in the approximate sum of \$3,993.40 each. All accounts must be current to extend. Further, the borrower agrees to pay the sum of \$350.00 representing the attorney documentation fee and the sum of \$3,500.00 (1 point) as an extension fee.

Upon execution of this agreement Borrower shall pay the Lender the total sum of \$3,850.00 representing the documentation fee plus extension fee. All other terms and conditions shall remain the same including but not original promissory note and any extension agreements.

BAY AREA FINANCIAL CORP.

BY:   
PAUL S. MOLLER  
ROSA MARIA MOLLER



**LOAN EXTENSION AGREEMENT**

**BY AND BETWEEN**

**BAY AREA FINANCIAL CORPORATION, LENDERS**

**AND**

**PAUL S. MOLLER AND ROSA MARIA MOLLER, BORROWERS**

This agreement dated March 12, 2008, is hereby to take effect on the loan of borrower to Bay Area Financial Corporation loan number 23654.07. It is hereby agreed by the undersigned that the above mentioned loan shall be extended for a period of three (3) months from the date of expiration, up to and including May 16, 2008. Said loan shall be paid off in its entirety on or before May 16, 2008. Further, this agreement does not waive the borrower's monthly payments which are due on or before March 16, 2008, and the 16th day thereafter until paid in full in the approximate sum of \$3,427.09 each. All accounts must be current to extend. Further, the borrower agrees to pay the sum of \$350.00 representing the attorney documentation fee and the sum of \$3,500.00 (1 point) as an extension fee.

Upon execution of this agreement Borrower shall pay the Lender the total sum of \$3,850.00 representing the documentation fee plus extension fee. All other terms and conditions shall remain the same including but not original promissory note and any extension agreements.

BAY AREA FINANCIAL CORP.

BY: \_\_\_\_\_

  
\_\_\_\_\_  
PAUL S. MOLLER

  
\_\_\_\_\_  
ROSA MARIA MOLLER

EXHIBIT A PAGE 6

LOAN EXTENSION AGREEMENT

BY AND BETWEEN

BAY AREA FINANCIAL CORPORATION, LENDERS

AND

PAUL S. MOLLER AND ROSA MARIA MOLLER, BORROWERS

This agreement dated April , 2008, is hereby to take effect on the loan of borrower to Bay Area Financial Corporation loan number 23654.07. It is hereby agreed by the undersigned that the above mentioned loan shall be extended for a period of six (6) months from the date of expiration, up to and including November 16, 2008. Said loan shall be paid off in its entirety on or before November 16, 2008. Further, this agreement does not waive the borrower's monthly payments which are due on or before May 16, 2008, and the 16th day thereafter until paid in full in the approximate sum of \$3,103.82 each. All accounts must be current to extend. Further, the borrower agrees to pay the sum of \$350.00 representing the attorney documentation fee and the sum of \$7,000.00 (2 points) as an extension fee.

Upon execution of this agreement Borrower shall pay the Lender the total sum of \$7,350.00 representing the documentation fee plus extension fee. All other terms and conditions shall remain the same including but not original promissory note and any extension agreements.

BAY AREA FINANCIAL CORP.

BY: 

  
PAUL S. MOLLER

  
ROSA MARIA MOLLER